



CAMELBACK RESORT

THIS IS A CONTRACT – READ IT!

ACTIVITY RELEASE AND AGREEMENT NOT TO SUE

IN CONSIDERATION OF BEING ALLOWED TO USE CAMELBACK RESORT'S FACILITIES. I AGREE THAT I WILL NOT SUE CAMELBACK RESORT, IT'S OPERATING DIVISIONS, OWNERS AND OPERATORS, AND THEIR OFFICERS, DIRECTORS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER REFERRED TO COLLECTIVELY AS "CAMELBACK") AND WILL RELEASE CAMELBACK FROM ANY AND ALL LIABILITY IF I AM OR EVER WAS INJURED OR ANY MEMBER OF MY FAMILY IS OR EVER WAS INJURED WHILE USING ANY OF CAMELBACK'S FACILITIES OR WHILE PRESENT ON CAMELBACK'S PROPERTY, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF CAMELBACK. I FURTHER AGREE THAT I WILL INDEMNIFY AND HOLD HARMLESS CAMELBACK FROM ANY LOSS, LIABILITY, DAMAGE OR COST OF ANY KIND THAT MAY OCCUR AS THE RESULT OF ANY INJURY TO MYSELF OR TO ANY PERSON FOR WHOM I AM SIGNING THIS AGREEMENT, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF CAMELBACK. I FURTHER ACKNOWLEDGE THAT THIS AGREEMENT EXTENDS TO MY PRESENCE AT CAMELBACK PURSUANT TO ALL COMPLIMENTARY, PURCHASED, TRADES, EMPLOYEE DISCOUNTED AND VOLUNTEER DISCOUNTED TICKETS OR ANY OTHER TICKETS, PASSES, OR CARDS, PROMOTIONAL OR OTHERWISE, THAT I HAVE OR MAY OBTAIN.

Notwithstanding the foregoing, if I sue Camelback, I agree that I will only sue them, whether it be on my own behalf or on behalf of a family member, in the Court of Common Pleas of Monroe County or in the United States District Court for the Middle District of Pennsylvania and further agree that any and all disputes which might arise between Camelback and myself shall be litigated exclusively in one of said Courts. I understand and agree that this Agreement is governed by the laws of Pennsylvania. I further agree that if any part of this Agreement is determined to be unenforceable, all other parts shall be given full force and effect.

ACKNOWLEDGEMENT OF RISKS

The undersigned, in consideration of permission to use Camelback's facilities, voluntarily assumes the risk of injury or even death while participating in recreational activities at Camelback. I agree and understand that the activities, including the use of lifts, are inherently dangerous and further recognize my responsibility to inspect the facilities and read and obey all signs, rules, and regulations associated with the activities at Camelback. I accept for use "AS IS" the equipment furnished by Camelback (hereinafter "equipment") and understand that Camelback provides NO WARRANTIES, express, or implied and I agree to take full responsibility for the care of this equipment while it is in my possession. I agree to reimburse Camelback for any loss or damage to the equipment other than reasonable wear resulting from use. I have made no misrepresentation to Camelback regarding this users height, weight, age, or physical ability. There are inherent risks in the participation in or on any equipment, amusement ride, device, attractions and other recreational activities (hereinafter "amusement activities"). Patrons of amusement activities, by participation, accept the risks inherent in such amusement activities of which the ordinary prudent person is or should be aware. Patrons have a duty to exercise good judgment and act in a responsible manner while using the amusement activities and to obey all oral and written instructions and warnings, prior to or during participation. Patrons have a duty to refrain from participating in or on any amusement activity, when under the influence of drugs or alcohol. Patrons have a duty to properly use all amusement ride safety equipment. Other risks include, but not limited to slips and falls, risk of drowning, and other inherent risks associated with swimming and wading pools and other attractions, wet and dry, that present the risk of injury or death.

I have read and understood the foregoing AGREEMENT NOT TO SUE AND ACKNOWLEDGMENT OF RISKS and am voluntarily signing below, intending to be legally bound hereby. I have made no misrepresentations of my age. If I am signing on behalf of a minor child, I represent and warrant that I am doing so with the consent and approval of my spouse (if any) and I understand that I may be giving up the rights of my child and spouse to sue as well as giving up my own right to sue. If the undersigned is under (18) years of age, this Release must be executed by a Parent /Guardian/Accompanying adult.

*Executed the ____ day of _____, 20___, intending to be legally bound hereby.

* X _____ (Signature of participating adult)

* X _____ (Signature of parent/guardian/accompanying adult)

* X _____ (Print full name and relationship to Minor)

Additional Children (under age of 18 yrs) (Print full name and age)

- 1. * X _____
2. * X _____
3. * X _____
4. * X _____

- 5. * X _____
6. * X _____
7. * X _____
8. * X _____

Required information for Patron: *

Form with fields for First Name, Last Name, City, State, Zip Code, and Age.